promiscuously in boxes and the only identifying marks upon the packages being specifications of their contents. The defendant hired a drayman who delivered the goods, the orders being filled by checking from the original orders. MICHIGAN COMP. LAWS 1897, § 5324 required hawkers and peddlers to take out a license, which defendant did not do, and he was tried and convicted for violation of said act. The conviction was affirmed by the Supreme Court of Michigan in 167 Mich. 417; 132 N. W. 1071. On writ of error this decision was reviewed and reversed by the United States Supreme Court. *Stewart* v. *Michigan* 232 U. S. 665.

The holding of the principal case is in accord with the settled doctrine that a state can not demand a license fee from citizens of other states taking orders within its limits for goods to be shipped from without the state. *Robbins* v. *Taxing Dist.* 120 U. S. 489, 30 L. ed. 694, 1 Inters. Com. Rep. 45, 7 Sup. Ct. 592; *Brennan* v. *Titusville,* 153 U. S. 289, 38 L. ed. 719, 4 Inters. Com. Rep. 658, 14 Sup. Ct. 829; *Caldwell* v. *North Carolina,* 187 U. S. 622, 47 L. ed. 326, 23 Sup. Ct. 159; *Dozier* v. *Alabama,* 218 U. S. 124, 54 L. ed. 965, 28 L. R. A. (N. S.) 264, 30 Sup. Ct. 649; *Crenshaw* v. *Arkansas, 227* U. S. 389, 57 L. ed. 565, 33 Sup. Ct. 294. Goods which are the product of other states are not free from taxation within the state into which they may be brought, if there be no discrimination in favor of local commodities, and they have become commingled with the general mass of property of the State. *Brown* v. *Houston,* 114 U. S. 622, 29 L. ed. 257, 5 Sup. Ct. 1091; *Pitts. Etc. Coal Co.* v. *Bates,* 156 U. S. 577, 39 L. ed. 538, 15 Sup Ct. 415. The Supreme Court of Michigan, in the principal case, took the view that because the goods came to defendant in packages upon which the name of the person who had ordered them did not appear they were proper subjects for taxation, being within the rule above stated. But the real test is whether or not there has been an interstate movement of goods, because of orders taken for their sale. *Emert* v. *Missouri,* 156 U. S. 296, 39 L. ed. 430, 5 Inters. Com. Rep. 68, 15 Sup. Ct. 367.

CONTRACTS—MUTUALITY BASED ON IMPLIED OBLIGATION.—Plaintiff agreed with defendant railroad to transfer its passengers from its passenger depot to that of another railroad for an agreed price per passenger. The defendant did not contract to furnish any passengers for the plaintiff to carry. The agreement was terminable by either party at any time on 30 days written notice. Defendant railroad put on a through coach for passengers destined to points on the other railroad, which coach was switched to the other railroad's line, and as a result there were no passengers to be carried by plaintiff. No notice of the termination of the contract was given to him. He then sued for the breach of the contract. *Held* that though the defendant promised nothing expressly, the contract was not lacking in mutuality and there was a sufficient consideration, since the law would imply an obligation on the part of the defendant railroad to perform its part of the contract. *Chicago R. I. & G Ry. Co.* v. *Martin,* (Tex. Civ. App. 1914.) 163 S. W. 313.

The court cites and follows *Lewis* v. *Atlas Mut. Life Ins. Co.,* 61 Mo. 534; *Thomas-Huycke Martin Co.* v. *Gray & Sons,* 94 Ark. 9, 125 S. W. 659,

140 Am. St. Rep. 93; and *Minneapolis Mill Co.* v. *Goodnow,* 40 Minn. 497, 42 N. W. 356, 4 L. R. A. 202. These decisions, though perhaps right on their particular facts, are certainly not in harmony with the doctrines followed by a vast majority of the courts. In Minnesota the cases of *Bailey* v. *Austrian,* 19 Minn. 535, and *Tarbox* v. *Gotzian,* 20 Minn. 139, involved agreements not distinguishable in character from that in the principal case, and which the courts held did not impose a sufficiently binding obligation on one party to enable the other to maintain an action. The decisions in these two cases state the general and well-established view which most courts take of such agreements. The court in *Minneapolis Mill Co.* v. *Goodnow,* supra, recognizes these cases but presents no valid distinction between such contracts as were involved in them and such as are similar to that in the principal case. If anything, the contract here under discussion presents more reasons for the application of the rule adopted in *Bailey* v. *Austrian,* than that which the court followed. The defendant did not promise to do anything at all. It could not have been compelled to furnish passengers for the plaintiff to carry; suppose all the passengers elected to walk and not to employ the plaintiff, how could defendant have been rendered liable in that case? Further the contract did not give the plaintiff the exclusive right to carry all passengers who made the transfer. The defendant railroad did not by this agreement deprive itself of the right to employ another person for the same purpose who might divide the passengers with the plaintiff. In addition to this, either party could at any time terminate the agreement by 30 days written notice. The result appears to be that the defendant did not intend to bind itself by any legally enforceable obligation and was not so bound by the wording of the contract, and the mistaken apprehension of the plaintiff that this was a legally binding obligation on defendant cannot change its true character and create a consideration where none originally existed. The court disregards utterly the written agreement in which the parties have formally stated their intention, and substitutes therefor an imaginary contract which the court conjectures the parties would have drawn up had they known precisely what they were doing.

CORPORATIONS—RIGHTS OF PERSONS ENTITLED TO THE INCOME AND PROFITS OF CORPORATE SHARES.—Testator, owning 100 shares of bank stock at par value of $100, provided that out of the net profits and earnings there should be paid by the trustee to his wife and daughter, as tenants for life, certain sums for their support, and empowered the trustee to sell the shares and re-invest the proceeds in other securities. The book-value of the shares at the time of the testator's death in 1891 was $103. In 1913 it was $181, and at the trustee's sale in that year brought $240, a premium of over $58 a share over its then book-value. In a suit by the life-tenant it was *held,* that the premium over the book-value represented the natural increase of the property and properly belonged to the corpus of the estate, not subject to appropriation by the life-tenant as income; and that to entitle her to the increase in the book-value resulting from the setting aside of undivided